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ATTORNEY'S DOCKET NO.: PA1666US

DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled "**Maintenance of Data Integrity During Transfer Among Computer Networks**," the specification of which (check one):

☐ is attached hereto.

☒ was filed on 11/30/2000

as U.S. Application No. 09/728,784

or PCT International Application No. _____

and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I hereby claim foreign priority benefits under Title 35, United States Code §119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT International application which designated at least one country other than the United States, listed below and have also identified below any foreign application for patent or inventor's certificate, or PCT International application, having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)

Priority Claimed

_____ (Number)	_____ (Country)	_____ (Day/Month/Year filed)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____ (Number)	_____ (Country)	_____ (Day/Month/Year filed)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

I hereby claim the benefit under Title 35, United States Code §119(e) of any United States provisional application(s) listed below.

(Application Number)

(Filing Date)

(Application Number)

(Filing Date)

I hereby claim the benefit under Title 35, United States Code §120 of any United States application(s), or §365(c) of any PCT International application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code §112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application.

(Application Number)

(Filing Date)

(Status -- patented, pending, abandoned)

(Application Number)

(Filing Date)

(Status -- patented, pending, abandoned)

POWER OF ATTORNEY: I hereby appoint the attorney(s) and/or agent(s) associated with the customer number **22830** to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

SEND ALL CORRESPONDENCE TO:

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CARR & FERRELL
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Palo Alto, CA 94303
TEL: (650) 812-3400
FAX: (650) 812-3444

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor: Kevin Wiggins

Inventor's signature *Kevin Wiggins* Dated: March 3, 2001

Residence 1582 Gordon St. Redwood City, CA 94061

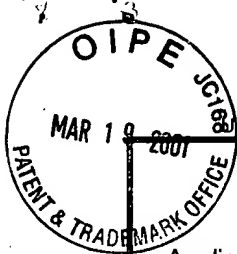
Post Office Address Redwood City, CA Citizenship USA

Full name of second joint inventor, if any: Barry Lind

Second Inventor's signature *Barry J. Lind* Dated: 5-March-2001

Residence 35100 Garcia St. Union City, CA 94587

Post Office Address Union City, CA Citizenship USA



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Barry Lind and Kevin Wigger
09/728,784

Application No./Patent No.: _____ Filed/Issue Date: Nov. 30, 2000

Maintenance of Data Integrity

Entitled: During Transfer Among Computer Networks

Xythos Software, Inc. a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

March 3, 2001
Date

Kevin Wigger
Signature

Kevin Wigger
Typed or printed name

CEO
Title

PA1666US

For: ☒ U.S. and/or ☒ Foreign Rights
For: ☒ U.S. Application or
 ☐ U.S. Provisional Application
For: ☐ U.S. Patent
For: ☐ PCT Application
By: ☒ Inventor(s) or ☐ Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNORS:

Kevin Wigger

1582 Gordon St.

Address

Redwood City, CA 94061

Barry Lind

35100 Garcia St.

Address

Union City, CA 94587

hereby sell, assign and transfer to

ASSIGNEE:

Xythos Software, Inc.

1482 Gordon Street

Address

Redwood City, CA 94061-2722

USA

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

☒ the entire right, title and interest
☐ an undivided _____ percent (_____ %) interest
for the United States and its territorial possessions

☒ and in all foreign countries, including all rights to claim priority,
in and to any and all improvements which are disclosed in the invention entitled:

Maintenance of Data Integrity During Transfer Among Computer Networks

Name of inventor(s) Kevin Wiggen and Barry Lind

and which is found in (37 C.F.R. § 3.21)

(a) ☐ U.S. patent application executed on even date herewith

(b) ☐ U.S. patent application filed on _____
☐ Express mail label no.: _____

(c) ☐ U.S. provisional application naming the above inventor(s) for the above-entitled
invention.

☐ Express mail label no.: _____
Mailed: _____

(d) ☒ U.S. application no. 09/728,784
filed on November 30, 2000

(e) ☐ International application no. PCT/ _____ / _____

(f) ☐ U.S. patent no. _____ issued _____
☐ A change of address to which correspondence is to be sent regarding patent
maintenance fees is being sent separately.

(g) ☐ and any legal equivalent thereof in a foreign country, including the right to claim
priority

and, in and to, all Letters Patent to be obtained for said invention by the above application
or any continuation, division, renewal, or substitute thereof, and as to letters patent any
reissue or re-examination thereof.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been
or will be made or entered into which would conflict with this assignment.

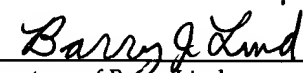
ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: March 3, 2001



Signature of Kevin Wigger

Date: 5-March-2001



Signature of Barry Lind